

(3) In no event shall Grantee be required to provide in excess of four (4) access channels total.

(4) To the extent that any access channel is not being used for the provision of non-commercial, public, educational or governmental access purposes, Grantee shall be permitted to use such channel(s) for the provision of other services subject to any reasonable rules established by the City regarding such use.

Grantee's permitted use of any access channel made pursuant to this Section shall cease within ninety (90) days of Grantee's receipt of notice from City that such channel will again be used for PEG access.

(c) Notwithstanding the above, Grantee may accommodate a request from the City for additional access capacity made pursuant to Section 5.02(b) by combining more than one access use on a channel provided that:

(1) It is technically and economically feasible for Grantee to do so;

(2) The scheduling needs of all users of the channel can be reasonably accommodated; and

(3) The access entity, which requires use of the alternate channel, must be able to access the alternate channel from the site where it normally originates playback of its programs and may not be required to transport tapes to a remote site for playback.

(d) Origination Points. Grantee shall provide cable transmission facilities (hereinafter "Access Facilities") at the below listed origination points for activated return capability. Grantee shall also provide modulation equipment to introduce programming onto these transmission facilities by linking the below listed origination points with the headend, or through hubs to the headend, for distribution to all subscribers generally and for distribution to discrete audiences via scrambled signals and decoders. The origination points are as follows:

(1) Allegany County Board of Education
(108 Washington Street)

(2) Center for Career & Technical Education (Vo-Tech Center)
(14211 McMullen Hwy, SW)

Costs of providing said Access Facilities shall not be a credit against payment of the Franchise Fee imposed under this Agreement or a credit against the capital grant provided for in this Agreement, except as provided for in Section 5.02(e).

(e) Access Equipment and Facilities.

(1) Grant Program. Within forty-five (45) days of the execution of this Agreement, Grantee shall pay Grantor the sum of Ten Thousand Dollars (\$10,000). Additionally, Grantee shall pay Grantor the sum Six Thousand Dollars (\$6,000) on the first anniversary of this Agreement. The grant shall be used by Grantor to purchase, repair, and

replace PEG Access Facilities in cooperation and coordination with the County.

(2) Grantor's Responsibility for Access. The Grantor shall be responsible for the provision, and operation of the Access Facilities and equipment. In this regard Grantor may delegate from time to time its responsibilities to others who then shall assume the responsibility of Grantor in accordance with the Grantor's delegation.

(3) The Grantor will develop reasonable rules regarding use of Access Facilities and equipment and determine the needs of the City for PEG access services. In this regard, the Grantor shall regularly coordinate with Grantee for the purpose of developing and maintaining reasonable Access Facilities.

(4) Grantee's Responsibility for Equipment. Grantee is responsible for its headend equipment necessary for the playback of programming, including operation and maintenance. The Grantor is responsible for all on site equipment for broadcasting from any Origination Point.

(f) In the interest of efficiency and to avoid unnecessary redundancies, Grantor and Grantee agree to coordinate to the extent practicable the implementation and enforcement of the PEG access provisions of this Agreement with the County Commissioners of Allegany County (the "County"), who are party to separate cable television franchise agreement with Grantee.

SECTION 5.03. Compliance with Federal Law.

In accepting this Franchise Agreement, the Grantee expressly agrees that the commitments indicated in Section 5.02 are knowingly, voluntarily and intelligently entered into and any commitments and/or payments will not be deemed to be "Franchise Fees" within the meaning of §622 of the Cable Act (47 U.C.C. §542), and such commitments and/or payments shall not be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the compensation to be paid to the City by Grantee pursuant to Section 2.02 hereof; or (ii) part of the compensation to be paid to the City by Grantee pursuant to Section 2.02 hereof.

ARTICLE 6 REGULATION

SECTION 6.01. Franchise Regulation.

This Franchise shall be subject to regulation by Grantor in accordance with Applicable Law, including the provisions of Chapter 5.5.

SECTION 6.02. Force Majeure.

Neither Grantor nor Grantee shall be liable for damages or subject to penalty due to delay or failure to perform any duty imposed by this Franchise Agreement or by Chapter 5.5 if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Within thirty (30) days of Grantee's discovery of the event causing such delay or failure, Grantee shall provide Grantor written notice describing the cause of the delay or failure and

estimating the period of time in which such delay or nonperformance will be cured.

SECTION 6.03. Rate Regulation.

If Grantor is permitted under federal and/or State law to regulate the rates charged by Grantee, and if Grantor elects to so regulate, Grantor shall establish reasonable procedures consistent with due process and Applicable Law and follow those procedures before so regulating.

SECTION 6.04. Subsequent Regulatory Authority.

To the extent any Applicable Law may in the future may (a) permit the Grantor to regulate any fee, charge, deposit, or any term or condition with respect thereto; or (b) permit the Grantor to increase the Franchise Fee or the rate thereof; or (c) permit the Grantor to assess the Franchise Fee against items of categories of items, or expand the authority of Grantor in any other way or manner, the Grantor shall not be estopped or prohibited from so doing by any provision of this Agreement, or by virtue of having granted a Franchise to the Grantee, or by the existence hereof.

**ARTICLE 7
MISCELLANEOUS**

SECTION 7.01. Entire Agreement: Modification: Interpretation.

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter described herein, and may not be changed or modified except by agreement in writing signed by the parties.

(b) The Franchise granted under the terms and conditions of this Agreement shall be consistent with Applicable Law. In the event of conflict between this Agreement and the terms and conditions on which the City can grant a franchise or the terms and conditions of any law rule or regulation adopted or enacted after the Effective Date hereof by the City, said terms and conditions shall control over those of this Agreement; provided, however, that the terms and conditions of this Agreement may not be affected by any City law, regulation, or rule enacted or adopted by the City after the Effective Date of this Agreement unless (1) the content of the law, regulation, or rule was not permitted to be enacted as of the Effective Date; or (2) the law, regulation, or rule is of general applicability; or (3) in the exercise of its police power, the City finds that an emergency exists constituting a danger to health, safety, property, or general welfare; or (4) the exercise of the City's police power is mandated by law; or (5) the law, regulation, or rule, deals with a change the right to make, enact or exercise has been specifically preserved herein; and provided, further, that nothing in this Agreement shall be interpreted to prevent the City from at any time assessing, charging, or collecting any fee, tax, assessment, charge, or extraction of any kind or nature whatsoever from or against the Franchisee whether or not the authority to assess, charge, or collect such fee, tax, assessment, charge, or extraction may now or hereafter exist, including, but not limited to, the assessment of the Franchise Fee against information, telephony, or communication services, including fees charged for Internet service, should the same now or hereafter be subject to the right of a franchising authority to assess and collect.

SECTION 7.02. Captions.

Section titles in this Agreement are solely for convenience and reference, and are not intended for interpretation or construction of this Agreement.

SECTION 7.03. Governing Law and Venue.

This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Maryland, without regard to its conflicts of laws principles. Venue for any action arising hereunder shall be filed, heard, and determined in the federal courts located in Baltimore City, Maryland, or in State courts located in Allegany County, Maryland.

SECTION 7.04. Severability.

If any provision in this Agreement or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Agreement shall not affect or limit the validity, legality or enforceability of any other term or provision hereof.

SECTION 7.05. Non-Waiver.

No indulgence, waiver, election or non-election by the Grantor under this Agreement shall affect Grantee's duties and liabilities hereunder.

SECTION 7.06. Assignment.

The assignment of Grantee's rights, duties and responsibilities under this Agreement is subject to the provisions of Chapter 5.5.

SECTION 7.07. Authority.

Each person executing this Agreement on behalf of any party hereto warrants that he or she has the right and authority to execute this Agreement, and that all the procedures and approvals that are necessary and required to enable him or her to execute properly this Agreement, and to bind the person or entity whom he or she represents in accordance with the terms hereof, have been followed and secured. Each Party agrees to execute and deliver all documents and to perform all further acts as may be reasonably necessary to carry out the provisions of this Agreement.

SECTION 7.08. Competitive Equity.

The Grantee acknowledges that the Grantor has and reserves the right to grant additional franchises to provide Cable Services within the Franchise Area. No franchise so granted shall contain terms or conditions more favorable or less burdensome to the additional franchisee than the material terms and conditions contained herein are to the Grantee to the extent, and only to the extent, that the item, matter, service, provision, or requirement to which such term or condition relates in such additional franchise is comparable to the item, matter, service,

provision, or requirement herein. If any such additional franchise contains any term or condition which the Grantee believes is more favorable or less burdensome, as the case may be, than the comparable term or condition contained herein, Grantee shall notify the Grantor in writing within ninety (90) days of the effective date of such additional franchise and request that the Grantor make a determination with respect thereto. Grantor shall make a determination with respect thereto within ninety (90) days after receipt of notice from the Grantee. If the Grantor determines that the term or condition contained in the additional franchise is comparable and is more favorable or less burdensome to the additional franchisee than the term or condition contained herein, Grantor and Grantee shall enter into negotiations to address and reconcile such difference. If no agreement is reached within ninety (90) after the determination by the Grantor is made, the term or condition contained herein shall remain in effect and Grantee shall have the right to exercise any legal remedies available to it under Applicable Law, including a legal challenge to the Grantee's determination.

[SIGNATURES OF THE PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Cable Television Franchise Agreement the date and year first above written.

GRANTOR:

MAYOR AND CITY COUNCIL OF CUMBERLAND

ATTEST:



By: Lee Fidler

GRANTEE:

ATLANTIC BROADBAND PENN, LLC

By: Edward T. Holleran Jr

Name: EDWARD T. HOLLERAN JR

Title: PRES & COO

(Corporate Seal)

Date: JULY 23, 2008

STATE OF MARYLAND
ALLEGANY COUNTY

The foregoing instrument was acknowledged before me on July 23, 2008, by Edward T. Holleran Jr, known or sufficiently identified to me to be the President & CEO (title), of Atlantic Broadband Penn, LLC, on behalf of the Grantee.

Laurie A. Mancini
Notary Public

Exhibit A

City of Cumberland Cable Television Franchise Agreement

Franchise Fee Payment Worksheet

Within sixty (60) days of this Franchise Agreement, Grantor and Grantee shall agree on the format of the Franchise Fee Payment Worksheet to identify sources of revenue and verification of payments to Grantor.

[Note: This is for Illustration Purposes Only]

REVENUE SOURCE	NUMBER OF SUBSCRIBERS	GROSS REVENUE	5% FRANCHISE FEE	YTD
Installation				
Basic Service				
Premium Channels:				
Pay-Per-View				
Remote Control				
TOTAL				

Grantee must periodically update the list of services contained on the Worksheet to the extent permitted under the Gross Revenue definition of the Franchise Agreement. Material failure to do so will not relieve the Grantee of the requirement to pay franchise fees on any services that are actually provided.

Exhibit B

Channel Line Up

This is for demonstrative purposes only. Grantee may modify the Channel Line Up throughout the term of the Franchise Agreement consistent with the notice provisions of the Agreement.

LIMITED SERVICE

- 2 TV Guide
- 3 WDCA-MY (Washington)
- 4 ION
- 5 WTTG-FOX (Washington)
- 6 WNPB-PBS (Morgantown)
- 7 WJLA-ABC (Washington)
- 8 Photo Classifieds
- 9 WUSA-CBS (Washington)
- 10 WDCW-CW (Washington)
- 11 WWPB-PBS (Hagerstown)
- 12 WHAG-NBC (Hagerstown)
- 13 WJZ-CBS (Baltimore)
- 14 QVC
- 15 WJAL-IND (Hagerstown)
- 16 WTAJ-CBS (Altoona)
- 17 WJAC-NBC (Johnstown)
- 18 C-SPAN2
- 19 C-SPAN
- 20 Message Channel
- 21 Inspiration Network
- 22 Home Shopping Network
- 23 EWTN
- 98 WWCP-FOX
- 99 Jewelry TV

VALUE SERVICE

- 24 TBS
- 25 USA
- 26 TNT
- 27 Lifetime
- 28 VH-1
- 29 Spike TV
- 30 AMC
- 31 Fox Sports Net Pittsburgh
- 32 CNN
- 33 Headline News
- 34 Game Show Network
- 35 ESPN
- 36 ESPN2
- 38 ABC Family
- 39 Comedy Central

- 40 Oxygen
- 41 A&E
- 42 MTV
- 43 CNBC
- 44 BET
- 45 Animal Planet
- 46 The Travel Channel
- 47 MASN
- 48 TV Super Store/MASN
- 49 Trinity Broadcasting
- 50 The Discovery Channel
- 51 FX
- 52 FOX News Channel
- 53 The Disney Channel
- 54 Teen Disney
- 55 E!
- 56 CMT
- 57 Food Network
- 58 The Learning Channel
- 59 Cartoon Network
- 60 HGTV
- 61 G4techTV
- 62 The Weather Channel
- 63 Nickelodeon
- 64 Speed Channel
- 65 VERSUS
- 66 The Outdoor Channel
- 67 Bravo
- 68 MSNBC
- 69 Sci-Fi
- 70 The History Channel
- 71 The Golf Channel
- 72 TV Land
- 73 National Geographic
- 74 truTV
- 75 The Hallmark Channel
- 76 Style

DIGITAL SERVICE

- 100 Planet Green
- 101 Nick Too
- 102 Do-It-Yourself
- 103 Discovery Kids

104 Noggin
 105 The N
 106 BBC America
 107 Boomerang
 108 Nick Toons
 198 Soapnet
 199 Lifetime Real Women
 200 Turner Classic Movies
 201 IFC
 202 Lifetime Movie Network
 203 Women's Entertainment
 204 Military Channel
 206 MTV2
 207 MTV Espanol
 208 MTV Jams
 209 VH-1 Classic
 210 VH-1 Soul
 211 CMT Pure Country
 212 Great American Country
 213 MTV Hits
 215 VHUno
 220 Blue Highways TV
 300 The Science Channel
 301 Discovery Health
 302 Discovery Times
 303 History International
 304 Fit TV
 305 Biography
 306 ESPNU
 307 ESPN News
 308 ESPN Classic
 309 NFL Network
 310 Fuel
 311 TVG-Horse Racing
 312 The Sportsman Channel
 313 CCTV
 314 Bloomberg
 600 Starz
 601 Starz Edge
 602 Starz InBlack
 603 Starz Kids and Family
 604 Starz Cinema
 605 Starz Comedy
 631 Encore
 632 Encore Action
 633 Encore Mystery

634 Encore Love
 635 Encore Drama
 636 Encore Westerns
Digital PPV
 800 iNDEMAND Previews
 801- iN DEMAND
 807
Digital adult PPV
 894 æ
 895 Club Jenna
 896 SPICE XCESS
 897 fresh!
 898 shorteez
 899 Playboy
Digital music
 901 Sounds of the Season
 902 Today's Country
 903 Classic Country
 904 Bluegrass
 905 Hip-Hop and R&B
 906 Classic R&B
 907 R&B Soul
 908 R&B Hits
 909 Rap
 910 Metal
 911 Rock
 912 Arena Rock
 913 Classic Rock
 914 Adult Alternative
 915 Alternative
 916 Retro-Active
 917 Electronica
 918 Dance
 919 Lite Hits
 920 Adult Top 40
 921 Hit List
 922 Kidz Only!
 923 Party Favorites
 924 Showcase
 925 90's
 926 80's
 927 70's
 928 Solid Gold Oldies
 929 Smooth Jazz
 930 Jazz
 931 Blues

932 Reggae
 933 Soundscapes
 934 Easy Listening
 935 Big Band & Swing
 936 Singers & Standards
 937 Show Tunes
 938 Contemporary Christian
 939 Gospel
 940 Classical Masterpieces
 941 Light Classical
 942 Pop Latino
 943 Musica Urbana
 944 Salsa y Merengue
 945 Mexicana
 946 Opera

782 ESPN2 HD
 783 Outdoor Channel 2 HD
 784 HD Theater
 785 A&E HD
 786 Discovery HD
 787 Animal Planet HD
 788 TLC HD
 790 TBS HD
 791 HBO
 792 Cinemax
 793 Starz HD
 794 Showtime HD

* Requires subscription to HBO/Cinemax.

OPTIONAL SERVICES

HBO

400 HBO
 401 HBO 2
 402 HBO Signature
 403 HBO Family
 406 HBO Latino

Cinemax

450 Cinemax
 451 MoreMAX
 452 ActionMAX

Showtime

500 Showtime
 501 Showtime Too
 502 Showtime Showcase
 503 Showtime Extreme
 504 Showtime Beyond
 505 FLIX
 550 The Movie Channel
 551 TMC Xtra

HDTV

769 MASN
 771 WWPB-PBS
 772 TNT HD
 773 WTTG-FOX
 776 WUSA-CBS
 777 WJLA-ABC
 778 Disney HD
 780 NFL Network HD
 781 ESPN HD

Exhibit C

City of Cumberland Cable Television Franchise Agreement

City Sites to Receive Basic Cable Television Service

- | | | |
|----|--------------------------|----------------------|
| 1. | Public Safety Building | 20 Bedford Street |
| 2. | City Hall | 57 N. Liberty Street |
| 3. | Municipal Service Center | 215 Bowen Street |
| 4. | Station # 2 South End | 411 Race Street |
| 5. | Station #3 East Side | 311 Frederick Street |
| 6. | HRDC/Senior Center | 19 Frederick Street |

In the event of relocation of any of the City facilities listed in this Exhibit C during the term of the Franchise Agreement, Grantee shall provide Basic Cable Television Service to the new Site pursuant to Section 5.01(b) of the Franchise Agreement.